#### 12/31/2018 505257556

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5304328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
WORKHORSE GROUP INC.	12/31/2018
WORKHORSE TECHNOLOGIES INC.	12/31/2018
WORKHORSE MOTOR WORKS INC	12/31/2018
SUREFLY, INC.	12/31/2018

#### **RECEIVING PARTY DATA**

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	1100 NORTH MARKET STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890

#### **PROPERTY NUMBERS Total: 11**

Property Type	Number
Patent Number:	7717464
Patent Number:	7559578
Patent Number:	D561078
Patent Number:	D561079
Patent Number:	8541915
Patent Number:	9481256
Patent Number:	9915956
Application Number:	15915144
Application Number:	15994185
Application Number:	62733870
PCT Number:	US2018035353

#### **CORRESPONDENCE DATA**

Fax Number: (202)662-6291

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (202)662-6000

jaugsburger@cov.com Email:

> **PATENT** REEL: 047876 FRAME: 0342

505257556

Correspondent Name: COVINGTON & BURLING LLP

Address Line 1: ONE CITYCENTER, 850 TENTH STREET, NW

Address Line 2: ATTN: PATENT DOCKETING Address Line 4: WASHINGTON, D.C. 20001

ATTORNEY DOCKET NUMBER:	040200.00004
NAME OF SUBMITTER:	JENN AUGSBURGER
SIGNATURE:	/jenn augsburger/
DATE SIGNED:	12/31/2018

#### **Total Attachments: 20**

source=13 - Workhorse - IP Security Agreement Execution Version (002)#page1.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page2.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page3.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page4.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page5.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page6.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page7.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page8.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page9.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page10.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page11.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page12.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page13.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page14.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page15.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page16.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page17.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page18.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page19.tif source=13 - Workhorse - IP Security Agreement Execution Version (002)#page20.tif

#### **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "<u>Agreement</u>") dated as of December 31, 2018 among Workhorse Group Inc., a Nevada corporation, Workhorse Technologies Inc., an Ohio corporation, Workhorse Motor Works Inc, an Indiana corporation, and Surefly, Inc., a Delaware corporation (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>") and Wilmington Trust, National Association, in its capacity as collateral agent (together with its successors and assigns in such capacity, the "<u>Secured Party</u>") for the benefit of the Lenders.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Workhorse Group Inc. (the "Borrower"), the financial institutions from time to time party thereto as lenders (collectively, with their permitted successors and assignees, the "Lenders"), and the Secured Party, the Lenders have agreed to provide certain financial accommodations to the Borrower; and

WHEREAS, the Lenders are willing to extend financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Secured party, for its benefit and the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

#### Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

- (a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- (b) When used herein the following terms shall have the following meanings:
- "Copyrights" shall have the meaning provided thereto in the Security Agreement.

"Copyright Licenses" means all agreements pursuant to which any Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any copyrighted work.

- "Intellectual Property" shall have the meaning provided thereto in the Security Agreement.
- "Obligations" shall have the meaning provided thereto in the Credit Agreement.
- "PTO" means the United States Patent and Trademark Office and any successor office or agency.
  - "Patents" shall have the meaning provided thereto in the Security Agreement.

NY: 1155984-5

"<u>Patent Licenses</u>" means all agreements pursuant to which any Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

"Trademarks" shall have the meaning provided thereto in the Security Agreement.

"<u>Trademark Licenses</u>" mean all agreements pursuant to which any Grantor is licensor or licensee, granting any right to use a Trademark.

"<u>UCC</u>" shall have the meaning provided thereto in the Security Agreement.

- All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to (c) this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words "herein", "hereof" and "hereunder" or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term "or" is not exclusive. The term "including" (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Credit Agreement or the other Loan Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.
- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment to the Lenders of the Obligations of the Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to the Secured Party, for its benefit and the benefit of the Lenders, a continuing security interest in and Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same; and
- All products and Proceeds of all or any of the foregoing, tort claims and all claims (g) and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in any trademark or service mark applications filed in the PTO on the basis of any Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral, or in any rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would violate or invalidate any such contract, instrument, license or other document or give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder.

#### Section 3. REPRESENTATIONS AND WARRANTIES.

Each Grantor represents and warrants to the Secured Party, in addition to the representations and warranties in the Credit Agreement and the other Loan Documents, that:

- (a) such Grantor has been, in all material respects (i) using statutory notice of registration in connection with its use of registered Trademarks, (ii) proper marking practices in connection with the use of Patents, and (iii) appropriate notice of copyright in connection with the publication of copyrighted material;
- (b) such Grantor has taken all actions it deems necessary in its reasonable business judgment to ensure that all licensees of Trademarks owned by such Grantor use consistent standards of quality as directed by such Grantor in connection with its licensed products and services; and

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this Agreement, together with the Security Agreement, is effective to create a valid security interest in favor of the Secured Party, for its benefit and the benefit of the Lenders, in all of such Grantor's Intellectual Property. Upon (i) the filing of this Agreement in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto), (ii) the filing of all appropriate UCC-1 financing statements (with respect to each Grantor's (A) Patents, (B) Trademarks and (C) any Copyrights of such Grantor not registered with the United States Copyright Office) and (iii) the filing of this Agreement in the PTO (with respect to the United States Patents set forth on Schedule II hereto and the United States Trademarks set forth on Schedule I hereto), such security interest will be enforceable as such as against any and all creditors of, and purchasers from, such Grantor (subject only to Permitted Liens) and all action necessary to protect and perfect the Secured Party's Lien on such Grantor's Patents, Trademarks, and Copyrights, shall have been taken.

Section 4. <u>COVENANTS</u>. Each Grantor covenants and agrees with the Secured Party, from and after the date of this Agreement, and in addition to the covenants in the Credit Agreement and the other Loan Documents, that:

- Such Grantor shall notify the Secured Party promptly if it knows that any (a) application or registration relating to any material Intellectual Property owned by such Grantor has or may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable. Such Grantor shall further notify the Secured Party promptly of any adverse determination or decision in any proceeding and the institution of any proceeding challenging such Grantor before the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding such Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property. Such Grantor shall be free to prosecute and maintain its Intellectual Property in the ordinary course of business in a commercially reasonable manner, and, notwithstanding the foregoing, shall not be required to report preliminary or initial determinations, unless and until made final, by the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding such Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property;
- (b) Such Grantor shall (i) prosecute diligently any patent, trademark, or service mark applications pending as of the date hereof or hereafter if material to the operations of the business of such Grantor, (ii) preserve and maintain all rights in the Copyrights, Patents and Trademarks, to the extent material to the operations of the business of such Grantor and (iii) ensure that the Copyrights, Patents and Trademarks are and remain enforceable, to the extent material to the operations of the business of such Grantor. Any expenses incurred in connection with the Grantors' obligations under this Section 4(b) shall be borne by the Grantors. Except for any such items that a Grantor reasonably believes (using prudent industry

customs and practices) are no longer necessary for the on-going operations of its business, the Grantors shall not abandon any material right to file a patent, trademark or service mark application, or abandon any pending patent, trademark or service mark application or any other Copyright, Patent or Trademark without the prior written consent of the Secured Party (at the direction of the Required Lenders), which consent shall not be unreasonably withheld;

- In the event that any Intellectual Property owned by or exclusively licensed to such (c) Grantor is known by such Grantor to be infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify the Secured Party promptly after such Grantor learns thereof and, if such Intellectual Property is material to the conduct of such Grantor's business, such Grantor shall, if consistent with good business judgment, promptly take all commercially reasonable actions to stop the same and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages where reasonable and cost effective to do so (provided that such Grantor must initiate suit in all cases where the failure to do so could reasonably be expected to have a Material Adverse Effect) and shall take such other actions as are commercially reasonable, or as the Secured Party or the Required Lenders shall deem appropriate in its or their good faith exercise of its or their commercially reasonable discretion under the circumstances to protect such Grantor's rights in such Intellectual Property;
- (d) Such Grantor shall use appropriate statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) Such Grantor shall use commercially reasonable efforts to maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall use commercially reasonable efforts to adequately control the quality of goods and services offered by any licensees of its Trademarks;
- (f) Such Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business;
- (g) To the knowledge of such Grantor, such Grantor's use of the Intellectual Property owned by such Grantor is not interfering with, infringing upon, misappropriating, or otherwise in conflict with the Intellectual Property rights of any third party in any material respect; and
- (h) In the event any Grantor (i) either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the PTO, the United States Copyright Office or any similar office

or agency, (ii) obtains rights to any new patentable inventions, any registered Copyrights or any Patents or Trademarks, or (ii) becomes entitled to the benefit of any registered Copyrights or any Patents or Trademarks or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to the Secured Party written notice thereof by delivery of an updated Schedule III, IV, V and/or VI to the Security Agreement, as applicable, in accordance with Section 2(e) of the Security Agreement. The Grantors hereby authorize the Secured Party to modify this Agreement by amending Schedules I, II, III and IV hereto, as applicable, to include any such registered Copyrights or any such Patents and Trademarks, and to execute and deliver any supplement hereto (in form and substance reasonably satisfactory to the Secured Party and the Required Lenders) to evidence the Secured Party's lien on any such Patent, Trademark or Copyright.

Section 5. <u>LOAN AND SECURITY AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by each Grantor to the Secured Party, for its benefit and the benefit of the Lenders pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Credit Agreement and the Security Agreement. In the event any provisions contained herein expressly conflict with any provisions in the Credit Agreement or the Security Agreement covering Intellectual Property, the provisions herein shall control.

The Secured Party shall act (or omit to act) at the direction of the Required Lenders under any provision of this Agreement requiring the Secured Party to take action or to omit from taking action (other than ordinary administration) or to exercise discretion.

Section 6. <u>REINSTATEMENT</u>. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. <u>NOTICES</u>. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand,

request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

Section 8. <u>TERMINATION OF THIS AGREEMENT</u>. Subject to Section 6 hereof, this Agreement shall terminate upon the Payment in Full in cash of all Obligations.

Section 9. <u>GOVERNING LAW</u>. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

#### **GRANTORS**:

WORKHORSE GROUP INC.

Name: Stephen S. Burns

Title: CEO

WORKHORSE TECHNOLOGIES INC.

Name: Stephen S. Burns

Title: CEO

WORKHORSE PROPERTIES INC.

Name: Stephen S. Burns

Title: CEO

WORKHORSE MOTOR WORKS INC

Name: Stephen S. Burns

Title: CEO

SUREFLY, INC.

By:

Name: Duane A. Hughes

Tid GEO

Title: CEO

REEL: 047876 FRAME: 0351

### ACCEPTED AND ACKNOWLEDGED BY:

#### **SECURED PARTY:**

WILMINGTON TRUST, NATIONAL

ASSOCIATION, as the Agent

Name: Jamie Roseberg

Title: Banking Officer

[Signature Page to Intellectual Property Security Agreement]

Schedule I

Trademarks and Trademark Licenses

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Goods	Chassis,	bodies and	parts thereof	for delivery	trucks,	recreational	land	vehicles,	buses and	other	specialty	motorized	vehicles,	namely, auto	transport	trucks,	concrete	mixer trucks,	dump trucks,	garbage	hauler trucks,	oil-field	trucks, stake	and platform	trucks, tank	trucks,	wrecker and	tow trucks	and scissors	trucks, but	specifically
Classes	N/A																														
Registra tion Date	02/11/20	97																													
Registratio n Number	601,870																														
Applicatio n Date	03/30/200	0																													
	1,053,053																														
Current Own er	Workhorse	Group Inc.																													
Country	Canada																														
Mark Name	NOTHING	OUTWOR	KS A	WORKHO	RSE																										
Code/Matter No.	•																														

NY: 1156870-1

excluding utility cars for turf maintenance for use at golf courses, country clubs, municipalities , building complexes and large scale industrial complexes

Chassis,	bodies and	parts thereof	for delivery	trucks,	recreational	land	vehicles,	buses and	other	specialty	motorized	vehicles,	namely, auto	transport	trucks,	concrete	mixer trucks,	dump trucks,	garbage	hauler trucks,	oil-field	trucks, stake	and platform	trucks, tank	trucks,	wrecker and	tow trucks	and scissors	trucks, but	specifically	excluding	utility cars for	turf	maintenance	for use at	golf courses,	COULINY
N/A																																					
02/10/20	04																																				
601,775																																					
03/30/500	0																																				
1,053,052																																					
Workhorse	Group Inc.																																				
Canada																																					
WORKHO	RSE	CUSTOM	CHASSIS																																		
AMPI 01																																					

clubs, municipalities , building complexes and large scale industrial complexes	Chassis and bodies for recreational vehicles	Chassis, bodies, and parts thereof, for recreational land vehicles, buses and trucks	
	A/A	N/A	
	01/26/20	11/23/20 10	02/10/20
	757,840	783,257	1200569
	12/14/200 6	02/04/201 0	02/18/201 0
	1,328,215	1,468,395	1068329
	Workhorse Group Inc.	Workhorse Group Inc.	Workhorse Group Inc.
	Canada	Canada	Mexico
	Workhorse UFO and Logo	WORKHO RSE	WORKHO RSE
	AMPI 01	AMPI 01	AMPI 01

		Chassis, bodies, and parts thereof, for recreational land vehicles, buses	Electric drives for vehicles; Electric vehicles, namely, land vehicles	Chassis, bodies, and parts thereof, for recreational land vehicles, buses and trucks	Aircraft	Package Delivery System
		12	2	12	12	12
01/31/20	01/31/20 01	12/19/20 00	05/31/20	03/06/20 07	05/22/20 18	
685022	685023	2,413,878	557/2011	3,214,777	5,476,952	
04/05/200	04/05/200 0	10/05/199 9	05/05/201	02/21/200 5	05/01/201 7	01/25/201 8
419462	419463	75/816,15 2	1295/2011	78/571,78 8	87/431,42 5	87/770,72 5
Workhorse Group Inc.	Workhorse Group Inc.	Workhorse Motor Works Inc	Workhorse Group Inc.	Workhorse Motor Works Inc	Workhorse Group Inc.	Workhorse Group Inc.
Mexico	Mexico	United	Iceland	United	United States	United States
WORKHO RSE CUSTOM CHASSIS	NOTHING OUTWOR KS A WORKHO RSE	WORKHO RSE CUSTOM CHASSIS	AMP	WORKHO RSE	SUREFLY	Horsefly
AMPI 01	AMPI 01	AMPI 01	AMPI 15IS	AMPI 25	AMPI 27	AMPI 28

Utilizing Drones	Package delivery	systems	consisting	primarily of	civilian	drones	Package	delivery	systems	consisting	primarily of	civilian	drones	Package	delivery	systems	consisting	primarily of	civilian	drones;	drones;	Vehicle	leasing	services;	leasing of	land vehicles	(delivery	trucks);	leasing of	drones	Package	delivery	systems	consisting	primarily of
	12						12							12, 39																	12				
	07/12/201 8						07/23/201	8						07/13/201	ω																07/16/201	∞			
	1909131						32402121							01793005	4																2075312				
	Workhorse Group Inc.						Workhorse	Group Inc.						Workhorse	Group Inc.																Workhorse	Group Inc.			
	Canada						China	P.R.						European	Union	Trademar	エ														Mexico				
	HORSEFL Y						HORSEFL	>						HORSEFL	>																HORSEFL	>			
	AMPI 28CA						AMPI 28CN							AMPI 28EM																	AMPI 28MX				

civilian drones			
	_		
	_		
	_		

# Schedule II

# **Patents and Patent Licenses**

Assignee	Workhorse Motor Works Inc	Workhorse Group Inc.	Workhorse Group Inc.	Workhorse Group Inc.	Workhorse Group Inc.	Workhorse Technologies Inc.	Workhorse Technologies Inc.	Workhorse Group Inc.
Title	VEHICLE CHASSIS ASSEMBLY	Vehicle Chassis Assembly	Vehicle Chassis Assembly	Vehicle Header	Vehicle Header	DRIVE MODULE AND MANIFOLD FOR ELECTRIC MOTOR DRIVE ASSEMBLY	ONBOARD GENERATOR DRIVE SYSTEM FOR ELECTRIC VEHICLES	PACKAGE DELIVERY BY MEANS OF AN AUTOMATED MULTI-COPTER UAS/UAV DISPATCHED FROM A CONVENTIONAL DELIVERY
Expiration Date	10/17/2025	09/06/2026	09/06/2026	02/02/2022	02/05/2022	12/16/2031	05/03/2035	
Issue/ Grant Date	12/22/2009	05/18/2010	07/14/2009	02/02/2008	02/02/2008	09/24/2013	11/01/2016	
Patent Number	2523653	7,717,464	7,559,578	D561,078	D561,079	8,541,915	9,481,256	
Application Date	10/17/2005	10/17/2005	10/17/2005	11/18/2005	11/18/2005	10/28/2011	01/27/2015	03/08/2018
Serial Number	2523653	11/252,220	11/252,219	29/243,074	29/243,129	13/283,663	14/606,497	15/915,144
Country	Canada	United States	United States	United States	United States	United States	United States	United States
Code/Matter No.	AMPI	AMPI	AMPI	AMPI	AMPI	AMPI 10US	AMPI 23U	AMPI 24A

Workhorse Group Inc.	Surefly, Inc.	Surefly, Inc.	Workhorse Group Inc.
PACKAGE DELIVERY BY MEANS OF AN AUTOMATED MULTI-COPTER UAS/UAV DISPATCHED FROM A CONVENTIONAL DELIVERY	AUXILIARY POWER SYSTEM FOR ROTORCRAFT WITH FOLDING PROPELLER ARMS AND CRUMPLE ZONE LOADING GEAR	AUXILIARY POWER SYSTEM FOR ROTORCRAFT WITH FOLDING PROPELLER ARMS AND CRUMPLE ZONE LOADING GEAR	AUTONOMOUS TRACTOR SYSTEM
01/07/2016   9,915,956   03/13/2018   06/24/2036   PACKAGGE   DELIVERY   MEANS OI   AUTOMAT   MULTI-CC   UAS/UAV   DISPATCH   FROM A   CONVENT   DELIVERY   DELIVERY			
03/13/2018			
9,915,956			
01/07/2016	05/31/2018	05/31/2018	09/20/2018
14/989,870	15/994,185	US2018/035353	62/733,870
United States	United States	Patent Cooperation Treaty	United States
AMPI 24U	AMPI 26U	AMPI 26WO	AMPI 31

# **Schedule III**

# **Copyrights and Copyright Licenses**

Not applicable

NY: 1156870-1

# **Schedule IV**

# **Other Intellectual Property – Domains**

None.

NY: 1156870-1

**RECORDED: 12/31/2018**